

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

KGB NY LLC,

*Plaintiff,*

v.

ROBERTO GUZMAN, DAVID KHOURI,  
CULTUM STUDIO, and SQUARESPACE,  
INC.,

*Defendants.*

Case No. 1:23-cv-10979-ALC-RFT

**REPLY TO COUNTERCLAIM**

Plaintiff-Counterclaim Defendant KGB NY LLC (“KGB”), by and through its attorneys, Tarter Krinsky & Drogin LLP, as and for its Reply to the counterclaim set forth in Defendants Roberto Guzman (“Guzman”), David Khouri (“Khouri”), and CULTUM Studio (“Cultum,” and collectively “Defendants-Counterclaimants”)’s Answer and Counterclaim (“Counterclaim”) dated June 13, 2024, and filed June 14, 2024, (ECF No. 30) hereby alleges as follows:

**REPLY TO JURISDICTION & PARTIES<sup>1</sup>**

1. KGB lacks knowledge or information sufficient to form a belief as to the truth of the allegations as set forth in paragraph 1 of the Counterclaim.
2. KGB admits the allegations as set forth in paragraph 2 of the Counterclaim.
3. KGB denies that Defendants-Counterclaimants are entitled to the requested relief as set forth in paragraph 3 of the Counterclaim.

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<sup>1</sup> KGB adopts the headings and subheadings in the Counterclaim for reference purposes only. Such adoption is not an admission by KGB of any allegation or characterization, express or implied, by Defendants-Counterclaimants’ headings and subheadings, nor should it be construed as such.

4. Paragraph 4 of the Counterclaim sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB denies the allegations as set forth in paragraph 4 of the Counterclaim.

5. Paragraph 5 of the Counterclaim sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB admits the allegations as set forth in paragraph 5 of the Counterclaim.

**REPLY TO FACTS COMMON TO THE COUNTERCLAIM**

6. KGB admits to transmitting a February 12, 2024, letter to Defendants-Counterclaimants as set forth in paragraph 6 of the Counterclaim, but KGB denies the characterization of the remaining allegations as set forth in paragraph 6 of the Counterclaim because the letter speaks for itself.

7. Paragraph 7 of the Counterclaim sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB denies the allegations as set forth in paragraph 7 of the Counterclaim.

8. Paragraph 8 of the Counterclaim sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB denies the allegations as set forth in paragraph 8 of the Counterclaim.

9. Paragraph 9 of the Counterclaim sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB denies the allegations as set forth in paragraph 9 of the Counterclaim.

10. KGB denies that Defendants-Counterclaimants are entitled to the requested relief as set forth in paragraph 10 of the Counterclaim.

**REPLY TO PRAYER FOR RELIEF**

11. The WHEREFORE clause, and all of its subparts, in Defendants-Counterclaimants' Prayer for Relief, sets forth a conclusion of law to which no answer is required. To the extent an answer is required, KGB denies the allegations as set forth in the WHEREFORE clause and its subparts as alleged in the Counterclaim.

**REPLY TO JURY DEMAND**

12. KGB denies that Defendants-Counterclaimants are entitled to a trial by jury.

**GENERAL DENIAL**

13. KGB denies all claims and allegations in the Counterclaim not unequivocally admitted to herein.

**AFFIRMATIVE DEFENSES TO COUNTERCLAIM**

14. KGB repeats, reiterates, and realleges all allegations as set forth in KGB's Amended Complaint and, without assuming a burden where the law does not impose such a burden, KGB hereby asserts the following Affirmative Defenses.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

15. The Counterclaim fails to state a claim upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

16. The Counterclaim fails to allege facts with sufficient particularity.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

17. Defendants-Counterclaimants' Counterclaim is barred in whole or in part because Defendants-Counterclaimants have not and will not suffer any damages.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

18. To the extent that Defendants-Counterclaimants have suffered any damages, which KGB expressly denies, Defendants-Counterclaimants' Counterclaim is barred in whole or in part to the extent that Defendants-Counterclaimants failed to mitigate, minimize, and/or avoid its alleged damages.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

19. Any and all loss or damages are the results of Defendants-Counterclaimants' own wrongful conduct.

**RESERVATION OF RIGHTS**

20. The Counterclaim contains insufficient information to permit KGB to raise all appropriate defenses and therefore KGB reserves all rights to amend, modify, and/or supplement this Reply to Counterclaim with additional defenses and/or claims based on legal theories, facts, and circumstances that may or will be divulged through discovery and/or further legal analysis of Defendants-Counterclaimants' position in this action.

**WHEREFORE,** KGB demands judgment against Defendants, dismissing Defendants' Counterclaim with prejudice and denying Defendant the relief requested therein, and granting KGB the relief requested in the Amended Complaint and KGB's costs, disbursements, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
June 28, 2024

**TARTER KRINSKY & DROGIN LLP**

*Attorneys for Plaintiff-Counterclaim Defendant  
KGB NY LLC*



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